INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY TWO HUNDRED FIFTY &NO/100 ($3250.00) DOLLARS of which ONE THOUSAND & NO/100 ($1000.00) DOLLARS has been paid in cash by CHARLES W. BLACK AND WIFE, BESSIE BLACK the receipt of which is hereby acknowledged, and for the remainder TWENTY TWO HUNDRED FIFTY &NO/100 ($2250.00) DOLLARS, the said CHARLES W. BLACK AND WIFE BESSIE BLACK haVE ASSUMED AND AGREE TO PAY A NOTE IN THE SUM OF FIFTEEN HUNDRED DOLLARS EXECUTED BY A.T.HILL ON JULY 1ST, 1926 PAYABLE TO THE ORDER OF THE AMERICAN TRUST COMPANY, FALLING DUE THREE YEARS AFTER DATE, BEARING INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE SEMI-ANNUALLY, SECURED BY TRUST DEED TO E.E.MURRAY TRUSTEE, RECORDED IN BOOK 698, PAGE 97, R.O.D.C. TENNESSEE;
AND FOR THE BALANCE ($750.00) THE SAID CHARLES W. BLACK AND WIFE BESSIE BLACK HAVE EXECUTED THEIR TWENTY FIVE JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF A.T.HILL, THE FIRST OF SAID NOTES BEING FOR THE SUM OF $33.75 AND EACH SUCCEEDING NOTE RESPECTIVELY THEREAFTER BEING FOR AN AMOUNT 15¢ LESS THAN THE PRECEEDING NOTE, AND THE FIRST OF SAID NOTES FALLING DUE SEPTEMBER 2ND.1926, AND THE OTHERS, ONE ON THE SECOND DAY OF EACH AND EVERY SUCCEDING MONTH RESPECTIVELY THEREAFTER UNTIL ALL MATURE, AND NONE OF SAID NOTES BEARING INTEREST, EXCEPT AFTER ALL MATURETY, THE INTEREST HAVING BEEN COMPUTED AND ADDED INTO THE FACE OF EACH NOTE

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXZXZXZXZXZX and providing for payments of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, WE, A.T.HILL AND WIFE ELLA F. HILL have this day bargained and sold, and do hereby transfer and convey unto the said CHARLES W. BLACK AND WIFE BESSIE BLACK, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING PART OF LOT NO. 6 IN THE DIVISION OF THE ESTATE OF JOHN HOBSON, DECEASED, IN THE ELEVENTH, FORMERLY THE EIGHTEENTH CIVIL DISTRICT OF DAVIDSON COUNTY TENNESSEE, AS OF RECORD IN MINUTE BOOK "L" PAGE 363 OF THE CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE, DESCRIBED AS FOLLOWS;
BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF PETWAY AVENUE, 250 FEET EAST OF A PIECE OF GROUND FORMERLY OWNED BY A.W.HOOPER TRUSTEE, THE SUBDIVISION OF WHICH IS OF RECORD IN BOOK 57, PAGE 131 R.O.D.C. TENNESSEE;
THENCE EASTERLY WITH THE SOUTHERLY MARGIN OF PETWAY AVENUE 50 FEET;
THENCE SOUTHERLY AT RIGHT ANGLES 150 FEET;
THENCE EASTERLY AT RIGHT ANGLES 50 FEET TO EASTERLY LINE OF PROPERTY OWNED BY SIMPKINS, THENCE NORTHERLY 150 FEET TO THE BEGINNING, AND BEING THE SAME PROPERTY CONVEYED TO A.T.HILL BY DEED FROM J.W.TATUM AND WIFE PAULINE T. TATUM, RECORDED IN BOOK 714, PAGE 376 OF THE REGISTERS OFFICE FOR DAVIDSON COUNTY TENNESSEE.

THE PURCHASERS HEREBY ASSUME.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said CHARLES W. BLACK AND WIFE BESSIE BLACK heirs and assigns, forever, WE covenant that WE, ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unincumbered. EXCEPT AS ABOVE MENTIONED, AND 192[illegible] TAXES WHICH #

WE further covenant and bind OURSELVES. OUR heirs and representatives, to warrant and forever defend the title to said real estate to said CHARLES W. BLACK AND WIFE BESSIE BLACK. THEIR heirs and assigns against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE the said CHARLES W. BLACK AND WIFE BESSIE BLACK do hereby transfer and convey unto D.J.FRAZIER. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said CHARLES W. BLACK AND WIFE BESSIE BLACK, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $2500.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE, the said CHARLES W. BLACK AND WIFE BESSIE BLACK, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any of said notes or part thereof THREE MONTHS AFTER maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes, then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the courthouse in said county to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3d. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to CHARLES W. BLACK AND WIFE BESSIE BLACK. representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-matured unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to D.J.FRAZIER, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relaion to his trusteeship.

In Witness Whereof, We, the said A.T.HILL AND WIFE ELLA F. HILL AND CHARLES W. BLACK and WIFE BESSIE BLACK, hereunto set our hands at NASHVILLE, Tennessee, this the 2ND. DAY OF AUGUST, 1926.

A.T.HILL
ELLA F. HILL
CHARLES W. BLACK
BESSIE BLACK.

ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, LUCIEN E. PARRISH, a Notary Public in and for said County and State, the within-named A.T.HILL AND WIFE ELLA F. HILL AND CHARLES W. BLACK AND WIFE BESSIE BLACK the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And ELLA F. HILL AND BESSIE BLACK, wiVES of the said A.T.HILL AND CHARLES W. BLACK RESPECTIVELY having appeared before me privately and apart from THEIR husbandS, the said ELLA F. HILL AND BESSIE BLACK acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husbandS and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 2ND. day of AUGUST, 1926.

My commission expires on the 5TH day of JANUARY, 1929. (SEAL) LUCIEN E. PARRISH, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wi of the said having appeared before me privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of

My commission expires on the day of , 192 Notary Public.

RECEIVED JAN.[illegible] 1927. AT 10:30 A.M.